

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

UNITED STATES POSTAL SERVICE

and

**Cases 28-CA-232885
28-CA-233208
28-CA-234260
28-CA-234267
28-CA-234272
28-CA-234275
28-CA-234277
28-CA-234305
28-CA-238850
28-CA-242970**

**AMERICAN POSTAL WORKERS UNION,
LOCAL 380, AFL-CIO**

DECISION AND ORDER

Statement of the Cases

On September 20, 2019, the United States Postal Service (the Respondent), American Postal Workers Union, Local 380, AFL-CIO (Local 380), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to Board approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The Respondent waived all further and other proceedings before the Board to which it may be entitled under the National Labor Relations Act (the Act) and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.¹

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.²

¹ Chairman Ring is recused and took no part in the consideration of this case.

² We note that the remedy to which the parties have agreed differs in some respects from previous broad orders that the Board has issued against the Respondent in cases

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondent's business

The Respondent provides postal services for the United States and operates various facilities throughout the United States in the performance of that function, including its facilities located in Rio Rancho, New Mexico (Rio Rancho facility) and its Albuquerque New Mexico facilities, including facilities located at 201 5th Street SW, Albuquerque, New Mexico (Downtown facility), 1135 Broadway Boulevard NE, Albuquerque, New Mexico (Main Office Carrier Annex facility), 6255 San Antonio Drive NE, Albuquerque, New Mexico (Academy facility), 110 Montano Road NE, Albuquerque, New Mexico (North Valley Carrier Annex facility), 4600 Paradise Boulevard NW (Pino facility), 2100 George Road SE (the Airport facility), 2505 Graceland Drive NE (Uptown facility), 424 Veranda Road NW (North Valley Finance facility), 13101 Lomas Boulevard NE, Albuquerque, New Mexico (Foothill facility), 1050 Sunset Road SW, Albuquerque, New Mexico (Five Points facility), 9132 4th Street NW, Albuquerque, New Mexico (Alameda facility), 111 Alvarado Drive SE, Albuquerque, New Mexico (Highland facility), 115 Cornell Drive SE, Albuquerque, New Mexico (University facility), 2nd and F Streets SE, Albuquerque, New Mexico (Kirtland Air Force Base facility), 10701 Coors Blvd. NW #19, Albuquerque, New Mexico (Cottonwood facility), and 9719 Candelaria NE, Albuquerque, New Mexico (Steve Schiff facility) (collectively, "the Respondent's facilities").

The Board has jurisdiction over the Respondent and this matter by virtue of Section 1209 of the Postal Reorganization Act, 39 U.S.C. § 101 et seq. (PRA).

2. The labor organizations involved

American Postal Workers Union, Local 380, AFL-CIO (the Union), and American Postal Workers Union, AFL-CIO (the National Union), are labor organizations within the meaning of Section 2(5) of the Act.

alleging that the Respondent has violated Sec. 8(a)(5) of the Act by failing and refusing to provide relevant information. See, e.g., *United States Postal Service*, 345 NLRB 426 (2005), enfd. 486 F.3d 683 (10th Cir. 2007); *United States Postal Service*, 28-CA-017383 et al., unpublished order issued November 4, 2002, enfd. Case 02-9587 (10th Cir. 2003). These broad orders, as enforced by the United States Courts of Appeals, remain in effect, and the Board's approval of this stipulation does not modify these orders in any respect.

3. The appropriate unit

The employees of the Respondent (the Unit) as described in Article 1, Section 1, of the collective-bargaining agreement described below and in paragraph V(2) of the settlement stipulation, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act and Chapter 12 of the PRA.

At all material times since at least about July 21, 1973, the National Union has been the designated exclusive collective-bargaining representative of the Unit and has been recognized as the representative by the Respondent. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from May 21, 2015 through September 20, 2018 (the Agreement).

At all material times since at least about July 21, 1973, the National Union, based on Section 9(a) of the Act and Section 10(a) of the PRA, has been the exclusive collective-bargaining representative of the Unit.

The National Union has designated the Union as its designee for the purpose of conducting certain of its functions as the exclusive collective-bargaining representatives of the Unit, including, but not limited to, the filing and processing of grievances under the Agreement at the Respondent's Albuquerque facilities.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that the Respondent, United States Postal Service, Rio Rancho and Albuquerque, New Mexico, its officers, agents, successors, and assigns, shall:

1. Cease and desist at the Respondent's facilities from:

(a) Unreasonably delaying in providing the Union with requested information that is necessary for and relevant to the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(b) Unreasonably delaying informing the Union that information requested that is relevant and necessary for the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit does not exist or that it was provided in response to an earlier information request.

(c) Making changes to the wages, hours, and other terms and conditions of employment of the Unit, without notifying the Union or affording the Union an opportunity to bargain with respect to its conduct or the effects of this conduct, by failing to maintain the facsimile machines at its North Valley Carrier Annex facility, Five Points

Station facility, Highland Station facility, Main Office facility, Rio Rancho Station facility, and the Richard Pino Station facility.

(d) Discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act and within the meaning of the PRA.

(e) Discriminating against employees for filing charges or giving testimony under the Act in violation of Section 8(a)(1) and (4) of the Act and within the meaning of the PRA.

(f) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their Section 7 rights.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Upon reasonable notification by the Union that a fax machine at the at the North Valley Carrier Annex facility, Five Points Station facility, Highland Station facility, Main Office facility, Rio Rancho Station facility, or the Richard Pino Station facility is inoperable, we will inspect the fax machine at issue and, if necessary, conduct maintenance of the fax machine so that it is operable, and we will notify the Union what steps the Respondent has taken to ensure the fax machine is operable. Sporadic or isolated fax machine transmission failures would not constitute a breach of this Formal Settlement Stipulation. Rather, only a systemic failure of fax machine transmissions would constitute a breach. The Respondent reserves the right to change the use of fax machines, subject to providing the Union reasonable notice and adequate opportunity to bargain over the changes and its effects.

(b) Within 14 days of service by the Region, post at the Respondent's Facilities copies of the attached notice marked "Appendix A" in English, and any other languages deemed appropriate by the Regional Director. Copies of the notices, on forms provided by Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the Respondent shall distribute notices electronically, by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at the Respondent's Facilities at any time since November 29, 2018.

(c) This stipulation is subject to the approval of the Board and, immediately upon the approval by the Board, it will be retroactively effective to the date of execution of the stipulation.

(d) Within 21 days after service by the Region, file with the Regional Director for Region 28 of the Board a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., December 5, 2019

Lauren McFerran, Member

Marvin E. Kaplan, Member

William J. Emanuel, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**POSTED PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT BY ANY APPROPRIATE
UNITED STATES COURT OF APPEALS**

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain in good faith with the **American Postal Workers Union, AFL-CIO, Local 380 (the Union)** as the exclusive collective-bargaining representative of our employees in the following appropriate unit (the Unit):

All employees in the bargaining unit for which the American Postal Workers Union, AFL-CIO, has been recognized and certified at the national level, including Maintenance Employees, Motor Vehicle Employees, Postal Clerks, Special Delivery Messengers, Mail Equipment Shops Employees, Material Distribution Centers Employees, and Operating Services and Facilities Services Employees, and excluding managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than purely non-confidential clerical capacity, security guards as defined in Public Law 91-375, 1201(2), all Postal Inspection Service Employees, Letter Carriers, and all other employees.

WE WILL NOT unreasonably delay in providing the Union with requested information that is relevant and necessary to its role as the exclusive collective-bargaining representative of the Unit employees.

WE WILL NOT unreasonably delay informing the Union that information requested that is relevant and necessary for the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit does not exist or that it was provided in response to an earlier information request.

WE WILL NOT make changes to the wages, hours, and other terms and conditions of employment of the Unit, without notifying the Union or affording the Union an opportunity to bargain with respect to its conduct or the effects of this conduct, by failing

to maintain the facsimile machines at its North Valley Carrier Annex facility, Five Points Station facility, Highland Station facility, Main Office facility, Rio Rancho Station facility, and the Richard Pino Station facility.

WE WILL NOT discriminate against employees because of their union membership or support or because they have given an affidavit or participated in a Board proceeding.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL, if requested by the Union, bargain collectively with the Union as the exclusive representative of the employees in the Unit, with respect to any proposed changes to the wages, hours, and other terms and conditions of employment of employees in the Unit and the effects of proposed changes on the wages, hours, and other terms and conditions of employment of employees in the Unit.

WE WILL, upon reasonable notification by the Union that a fax machine at the at the North Valley Carrier Annex facility, Five Points Station facility, Highland Station facility, Main Office facility, Rio Rancho Station facility, or the Richard Pino Station facility is inoperable, inspect the fax machine at issue and, if necessary, conduct maintenance of the fax machine so that it is operable, and we will notify the Union what steps the Respondent has taken to ensure the fax machine is operable.

UNITED STATES POSTAL SERVICE

The Board's decision can be found at www.nlr.gov/case/28-CA-232885 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

